



---

360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

---

Council may take formal action on any item appearing on this Agenda. However, formal action WILL NOT be taken at this meeting on any item of business first identified during the course of the meeting as a change to the Agenda, other business, or Citizen, Councilmember and Staff Comments.

## A G E N D A

Delta City Council  
Regular Meeting

October 4, 2011  
7:00 p.m.

- A. Pledge of Allegiance
- B. Changes to the Agenda
- C. Minutes
- D. Citizen Comments
- E. Delta County Economic Development Annual Update and Request for Continued Funding
- F. Public Hearing: Special Events Permit Application; Altrusa International (Nelson)
- G. Purchase of Wire Inventory for ML&P (Glammeyer)
- H. Purchase of Additional Wind Power Generation from MEAN (Glammeyer)
- I. Gordon Trust Contract Approval (Hatheway)
- J. Resolution #6, 2011; Peak to Peak Rallye (Kerby)
- K. City Attorney Comments
- L. City Manager Comments
- M. Councilmember Comments

## EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e); or more specifically for discussions regarding Confluence Drive.

Mayor Pro Tem Guy Pfalzgraff called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, and Ed Sisson, along with City Attorney Mike Schottelkotte. Absent were Mayor Mary Cooper and City Manager Joe Kerby. A meeting notice was posted in the south window at City Hall at least twenty-four hours prior to the meeting.

**Pledge of Allegiance**

The Mayor led everyone present in the Pledge of Allegiance.

**Changes to the Agenda**

Mayor Pro Tem stated that the Executive Session is to be removed from the agenda.

**Minutes**

It was moved by Councilmember Jurca and seconded by Councilmember Sisson to approve the minutes of September 6, 2011 as submitted by the Clerk. All in favor, motion carried.

**Citizen Comments**

Gerald Roberts, 1962 Columbine Court, commented on the Finance Advisory Committee.

Mayor Pro Tem Pfalzgraff stated they are still in the process of developing that committee.

**Public Hearing: Special Events Permit; Delta Area Chamber of Commerce**

The Mayor Pro Tem closed the regular meeting and convened a public hearing.

City Clerk Jolene Nelson explained that the Delta Area Chamber of Commerce has submitted a Special Events Permit Application for their fund raising event scheduled for October 19<sup>th</sup>, 2011. They are sponsoring a social hour for the Colorado Municipal League's District 10 meeting that the City is hosting at Bill Heddles Recreation Center. The application is complete and all fees have been paid. A sign notifying the public of this hearing has been posted for ten consecutive days as required by law. There have been no comments submitted to the Clerk.

The Mayor Pro Tem called for public comment, when there was none he closed the public hearing and reconvened the regular meeting.

It was moved by Councilmember Sisson and seconded by Councilmember Raley to approve the Special Events Permit for the Delta Area Chamber of Commerce for their event scheduled on October 19<sup>th</sup>, 2011. All in favor, motion carried.

**Parade Permit; Delta High School Homecoming Parade**

The Clerk reported that the Delta High School has submitted a parade permit for the homecoming parade on September 30, 2011. The application was forwarded to staff for review. After review staff recommends approving the parade permit.

It was moved by Councilmember Raley and seconded by Councilmember Jurca to approve the parade permit for the Delta High School Homecoming Parade on September 30, 2011. All in favor, motion carried.

**Retail Liquor Store License Renewal; Moonshine Liquor**

Clerk Nelson stated that Moonshine Liquor has submitted the retail liquor store license renewal. The current license expired on September 6, 2011. Ms Nelson explained that she contacted that State to ensure that Moonshine Liquor could continue operating if they submitted their renewal application. The State did allow them to continue to operate while the license was pending approval. The application is complete and all fees have been paid. The Delta Police Department has recommended renewal.

It was moved by Councilmember Sisson and seconded by Councilmember Raley to approve the Retail Liquor Store License Renewal for Moonshine Liquor. All in favor, motion carried.

**Regular Meeting, Delta City Council, September 20, 2011 (Cont.)**

**Resolution #5, 2011; Construction of the Welcome Center**

Resolution #5, 2011

A RESOLUTION OF THE CITY OF DELTA AUTHORIZING A CONTRACT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR FUNDING CONSTRUCTION OF THE DELTA WELCOME CENTER

was read by the Clerk.

Recreation and Culture Director Wilma Erven explained that this Resolution is a required piece for the contract with CDOT for the enhancement funds that were awarded to the Delta County Tourism Board. This Resolution makes it official and gives the City Manager the authorization to sign the contract. The contract is to pave the parking lot out at the corner of Gunnison River Drive and Palmer Street where the Fort entrance is located. The enhancement funds were awarded at \$328,000 with the City's match at \$82,000. Ms. Erven explained that those funds will be taken out of in lieu of parks and the conversation trust funds. The total project amount is \$410,000.

Councilmember Raley questioned if this only included the paving.

Ms. Erven stated that it is for the paving. She explained that it will not pave the whole lot. The rest of the lot that cannot be paved will have gravel put in.

There was conversation regarding the asphalt.

Ms. Erven also stated that they are trying to work this project with the truck route project. There may be a possibility to use any excess concrete they may have to help finish paving the parking lot.

Councilmember Sisson questioned how much it would cost to have the whole parking lot in cement.

Ms. Erven stated that it will be looked into.

It was moved by Councilmember Raley and seconded by Councilmember Sisson to adopt Resolution #5, 2011 for the construction of the Delta Welcome Center parking lot. Roll call vote: Councilmembers Jurca, aye; Sisson, aye; Raley, aye; and Pfalzgraff, aye. Motion carried.

**City Attorney Comments**

There were none.

**City Manager Comments**

There were none.

**Councilmember Comments**

Councilmember Jurca reported that the organization Peak to Peak came to town and donated \$10,000 to the Abraham Connection and also \$10,000 to the food pantry.

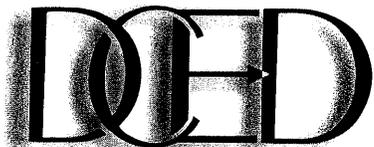
Councilmember Sisson commented on the Pow Wow and thanked Wilma Erven for all her hard work.

Mayor Pro Tem Pfalzgraff also commented on the Pow Wow. He stated he received good feedback about the Pow Wow coming back. He asked Ms. Erven to present an update on the Pow Wow.

Ms. Erven reported on the number of dancers, tribes and visitors. She reported it was a great Pow Wow with a lot of positive feedback.

The meeting was adjourned at 7:17 p.m.

/s/ Jolene E. Nelson  
Jolene E. Nelson, City Clerk



DELTA COUNTY  
ECONOMIC DEVELOPMENT

---

PO Box 627 ▲ Delta, Colorado 81416 ▲ Office: (970) 874-4992 ▲ Fax: (970) 874-4995

---

September 26, 2011

Mr. Joe Kirby, City Manager  
City of Delta  
PO Box 19  
Delta, Colorado 81416

Dear Mr. Kirby:

Attached please find Delta County Economic Development's formal letter regarding our Annual Update and Request for Continued Funding.

I have attached for your review the presentation that DCED will make to your Council on October 4, 2011 at 7:00 p.m.

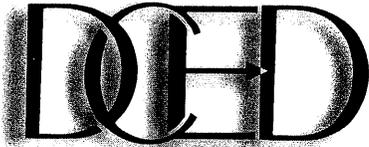
If you have any further questions, please do not hesitate to contact me.

Thank you and have a great day.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Carlquist". The signature is written in black ink and is positioned above the printed name and title.

Sarah Carlquist  
Assistant to the Board



DELTA COUNTY  
ECONOMIC DEVELOPMENT

---

PO Box 627 ▲ Delta, Colorado 81416 ▲ Office: (970) 874-4992 ▲ Fax: (970) 874-4995

---

Mr. Joe Kirby, City Manager  
City of Delta  
PO Box 19  
Delta, Colorado 81416

September 26, 2011

Dear Mr. Kirby:

Delta County Economic Development, Inc. has been working for the businesses of Delta County since 1996. The current board has been in place since April 2009, and has taken a much more active role in the organization. As you know, DCED went through some major changes in 2010. The elimination of the Executive Director position has allowed DCED to become fiscally stable, while creating a working relationship between current staff, Sarah Carlquist, and the DCED Board of Directors. Board members now act as project managers on certain projects and are involved first hand in economic development efforts. The Board also made the decision to move the DCED offices to a new professional space, with no material impact to the budget. In the past DCED has stated that we would be more proactive, and that is what we have done.

Even with all these changes in the last year, DCED's mission remains the same:

*"To raise the standard of living for Delta County residents both through the preservation of existing jobs and the creation of new jobs that provides employees purchasing power beyond their basic needs."*  
DCED needs the City of Delta's support to continue our efforts in 2012.

The Board's vision moving forward is to utilize the unique strengths of Board Members, staff, and community leaders in efforts to locate, retain and expand business in Delta County. The DCED Board of Directors has a focused, more "Proactive" approach to Economic Development in Delta County. DCED is committed to: Identifying local needs that will allow existing businesses to expand job opportunities, working with local startups to prove viability, and to identify new supporting businesses that will enhance profitable opportunities for already existing business and industry. DCED will continue to work with prospective companies that are interested in Delta County and help market Delta County to potential leads.

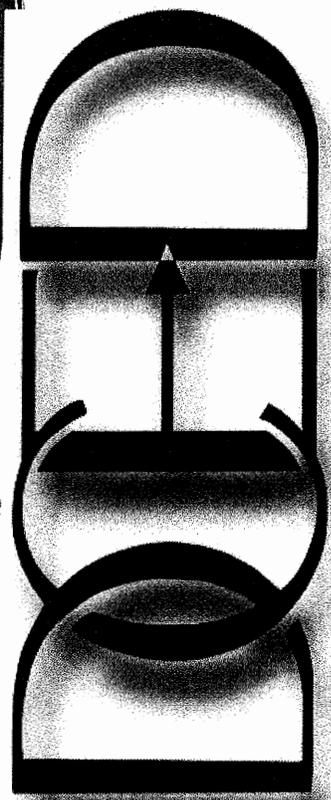
As you prepare for the 2012 budget, I would like to formally request that the City of Delta consider funding DCED at the current level. In the 2011 budget year, the City of Delta graciously funded DCED \$25,000.00 annually. (12,500 in January and \$12,500 in June). We realize the City is facing budget cuts given the difficult economic climate, however, we urge you to support our efforts to help diversify Delta County's economy. We believe these efforts are more important now, than ever before.

Thank you for your consideration. Please don't hesitate to call if you have any questions and we welcome the opportunity to discuss together plans for the coming year.

Sincerely,

A handwritten signature in black ink that reads "Bradley R. Harding". The signature is written in a cursive, flowing style.

Brad Harding  
DCED President



DELTA COUNTY  
ECONOMIC DEVELOPMENT

# 2011 Annual Update and Request for Continued Funding



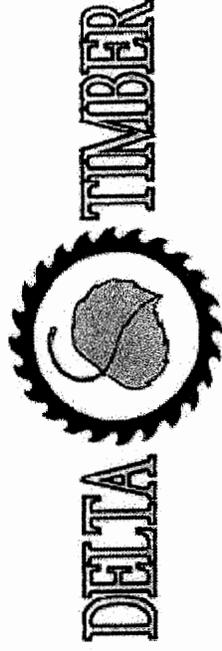
# Current State of DCED

- Lean and Mean
- Good Changes in the Past
- Relationships are better
- Strengthened our Board



## Recent Successes

- o \$200,000.00 DCED Commitment to the Delta Forest Service
- o Delta Timber Grant Success
- o Efforts with Vocational College





August 24, 2011

Delta County Economic Development Board  
PO Box 627  
300 Stafford Lane, Suite 3023  
Delta, Colorado 81416

Dear Brad and fellow Board Members:

The Delta County Development association is showing our businesses and communities that traditional organizations can adopt a new business model, move locations, and provide an example for us all that change is not a bad thing.

We especially appreciate the concern and assistance DCED has provided to Delta timber and its employees. To us, retaining and strengthening local businesses is as important as attracting new businesses.

Both Kristin and Ed Marston have brought clarity, competence and creativity to Delta Timber's efforts to remain viable into the future. Without this kind of institutional leadership and support, it is difficult to see how small businesses can always remain stable in tough economic times.

So we thank you sincerely, and look forward to supporting and partnering with DCED in the future. Like you, we will miss Kristin.

Sincerely,

Eric B. Sorenson

And our Delta Timber Employees

519 Hwy. 92 • Delta, CO 81416 • Phone (970) 874-0849 • Fax: (970) 874-0573



# Vision

- Further Expansion of College
  - Enhancing and Expanding Curriculum
  - Goal of bringing in students from outside of area
- Business Incubator





**Thank You for your**

**continued Support!**

**2011 DCED Board of Directors**

**President- Brad Harding**

**Vice President-Thomas Huerkamp**

**Treasurer- Matt Brezonick**

**Secretary- Ed Marston**

**Bruce Stanley**

**Mike McMillan**

**Scott Thomassen**

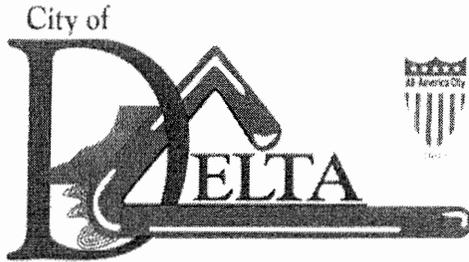
**Mary Cooper**

**Bruce Hovde**

**Tom Mingen**

**Phil Schmidt**

**Ryan Ellington**



---

360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

---

## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: September 29, 2011  
Subject: Altrusa International, Inc. of Delta CO Foundation Special Events Permit Application

---

### Recommendation

Staff recommends approving the application for a Special Events Liquor Permit for Altrusa International, Inc. for their fund raiser scheduled at Bill Heddles Recreation Center on November 18 and 19, 2011.

### Background

Altrusa has submitted an application for a Special Events Liquor Permit for their fund raiser to be held at the recreation center on Friday and Saturday, November 18 and 19. The application specifies that they plan to sell alcoholic beverages from 4:00 p.m. to 10:00 p.m. on Friday, and from 9:00 a.m. to 5:00 p.m. on Saturday.

The application is complete and the fees - \$35 to the City, and \$25 to the State for each day - have been paid.

A sign notifying the public of this hearing has been posted at the site for at least ten days as required by law. As of the writing of this memo, no comments - either for or against the approval of the application - have been received by the City Clerk.

### Cost

There is no cost to the City.

### Action to be Taken if Approved

The Mayor and Clerk will sign the application, and the Clerk will mail it to the State, who will review it and issue the permit.

### Suggested Motion

I move to approve Altrusa's application for a special events liquor permit for November 18 and 19, 2011.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- ✓ CHECK ONE:  SOCIAL  CHARTERED BRANCH, LODGE OR CHAPTER OF A NATIONAL ORGANIZATION OR SOCIETY
- FRATERNAL  RELIGIOUS INSTITUTION
- PATRIOTIC  PHILANTHROPIC INSTITUTION
- POLITICAL  POLITICAL CANDIDATE
- ATHLETIC  MUNICIPALITY OWNING ARTS FACILITIES

DO NOT WRITE IN THIS SPACE

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:  
 2110  MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY  
 2170  FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

ALTRUSA INTL. OF DELTA, CO Foundation

State Sales Tax Number (Required)

27-64924

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)

P.O. Box 54  
 DELTA, CO 81416

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)

530 Gunnison River Dr.  
 DELTA, CO 81416

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

4. PRES./SEC.Y OF ORG. or POLITICAL CANDIDATE

VICKI S. RIPP

3990 Old Wagon Rd. DELTA, CO 81416

5. EVENT MANAGER

JONNI KENDRICK

4752 1400 RD

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

NO  YES HOW MANY DAYS? \_\_\_\_\_

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

NO  YES TO WHOM? \_\_\_\_\_

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
11/18/11	4:00 p.m.	10:00 p.m.	11/19/11	9:00 a.m.	5:00 p.m.						

### OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE

*Vicki S. Ripp*

TITLE

President

### REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

- CITY  
 COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

### LIABILITY INFORMATION

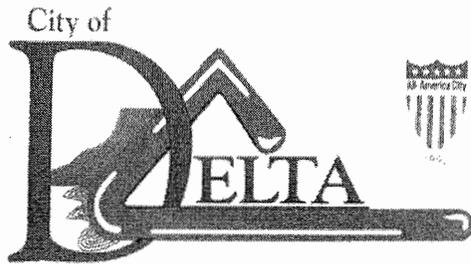
License Account Number

Liability Date

State

TOTAL

-750 (999)



---

360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

---

## MEMO

To: Mayor and Council  
From: Steve Glammeyer, Utilities Director  
Date: September 29, 2011  
Subject: Purchase of Wire Inventory ML&P

---

### Recommendation

It is recommended that the Council approve the purchase of wire into inventory for various projects in ML&P.

### Background

Staff budgeted for wire to be purchased into inventory for continued extension into territory currently served by DMEA and also to increase capacity of the system to come from the upgraded substation as part of the new transmission project. Bids were received from the 2 suppliers that could provide the quantity of wire we needed and those bids are attached for your review. The low bidder was Wesco Distribution for a total cost of \$76,687.10. Staff budgeted \$150,000 for the DMEA extension and \$250,000 in the substation budget to cover these costs.

### Cost

Total cost is \$76,687.10.

### Action to be Taken if Approved

Staff will circulate the purchase order for signature and order the wire.

### Suggested Motion

I move the Council authorize staff purchase wire into inventory from Wesco Distribution for a total cost of \$76,687.10.



# Memo

To: Steve  
From: Adam Suppes  
Date: September 27, 2011  
Subject: Cable Order

---

I have received quotes for cable we need to accomplish 2 goals

- #1 7500' of 4/0 15KV cable, for general Inventory. Most of this will get used in the future to extend the Garnet Mesa tie Line to allow for future DMEA acquisitions
- #2 10,000' of 500 MCM 15KV cable and 16,390' of 336 ACSR Overhead cable. These Items will be used to Increase the capacity of our share of the Gunnison Valley Substation. Currently the line was designed with 4/0 cable which allowed for a max continual load of 4.4 MW. After changes were made to the plans for the Gunnison Valley Substation allowed for 6.6 MW and the contract allows for possible use above that. With the new Cable we will have a capacity of 10.6 MW. This would allow us with the use of the power plant to run the City in the event we loose the 46KV transmission line for some time into the future.

With the purchase of the 500MCM and 4/0 cable I calculate a savings of \$6,200 a year in power losses during normal loading, and the number will be much higher in the event we needed more capacity.

We will also be able to reuse most of the existing cable for future projects at an estimated savings of \$21,600.

Wayne Brunz  
Wesco Distribution  
11333 E.55<sup>th</sup> Ave Unit A  
Denver, CO. 80239  
PH# 303-217-7507  
Fax 303-217-7535  
[wbrunz@wesco.com](mailto:wbrunz@wesco.com)

ATTN: Adam Suppes:  
City of Delta

**General Cable ACSR:**

902063 16,390 FT \$ .89 p/ft  
**Price is Firm**  
LINNET/GA2  
336.4 KCMIL 26/7 ACSR/GA2  
TRANSPWR® ACSR  
BARE STOCK  
INDUSTRY SPEC: ASTM B232  
LENGTH: 3,795LB/8,195FT +5%/-5%  
METRIC: 1,721KG/2,498M +5%/-5%  
PACKAGE: NB 60.28.28

**Product Notes**  
Stock in 6 weeks ARO

**Item Comments**

**Shipping Warehouse** SCOTTSVILLE, TX 75688  
**Metal Weight(s)** Aluminum 317.00 LB per 1000 FT / Total 5,195.63 LB  
**Product Weight** 461.20 LB per 1000 FT / Total 7,559.07 LB  
**Quote Comments** \*PLEASE REFER TO ALL OTHER GCC TERMS AND CONDITIONS ATTACHED  
\*PRICING IS FIRM AND VALID FOR 7 DAYS ON A SINGLE RELEASE  
\*ALL MATERIAL IS SUBJECT TO STOCK AVAILABILITY OR PREVAILING LEAD TIME AT TIME OF ORDER  
\*LEAD TIME IS SUBJECT TO PRIOR SALES AND PLANT CAPACITY AT TIME OF ORDER  
\*FREIGHT CHARGES FOR GREATER THAN 5000 LBS. NET WEIGHT WILL BE PREPAID AND ALLOWED  
\*THANK YOU  
**Shipping Weight** 7,559.1 LB **Quote Total** 13,767.60 US  
*Extended weight may not include reels.*  
**Total Metal Weight** Aluminum 5,195.6 LB  
**Quote Expiration Date**  
*Stock availability and lead times subject to change at time of order . Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order .*

**Terms and Conditions to follow on the last page(s). Please note any exceptions or additions.**

PRICES ARE FIRM FOR SHIPMENT, WITH RECEIPT AND ACCEPTANCE OF A COMPLETE NON-CANCELABLE ORDER WITHIN THE QUOTED VALIDITY PERIOD.

WHEN INDICATED, HEAVY DUTY STEEL REELS ARE RETURNABLE. EACH STEEL RETURNABLE REEL IS SUBJECT

TO A REFUNDABLE DEPOSIT IN ACCORDANCE WITH THE FOLLOWING POLICY:

STANDARD RETURNABLE METAL REELS

REEL SIZE DEPOSIT REEL SIZE DEPOSIT

42" \$600.00 78" \$1200.00

48" \$700.00 84" \$1400.00

54" \$750.00 88" \$1450.00

60" \$800.00 90" \$1550.00

66" \$850.00 96" \$1950.00

68" \$875.00 108" \$2600.00

72" \$1050.00 114" \$2950.00

RETURNABLE REELS FOR 600V BARE WIRE

REEL SIZE DEPOSIT REEL SIZE DEPOSIT

68 X 38 \$875.00 84 X 45 \$1400.00

72 X 36 \$1050.00 90 X 45 \$1550.00

84 X 36 \$1400.00 96 X 60 \$1950.00

1. TITLE TO RETURNABLE REELS SHALL REMAIN IN THE NAME OF THE GENERAL CABLE CORPORATION.
2. DEPOSITS ARE NOT INCLUDED IN THE SELLING PRICES OF WIRE AND CABLE PRODUCTS, NOR WILL CASH DISCOUNTS APPLY. CHARGES FOR REEL DEPOSITS ARE PAYABLE NET 30 DAYS FROM DATE OF SHIPMENT FROM A GENERAL CABLE FACILITY OR CONSIGNMENT LOCATION.
3. DEPOSITS FOR STEEL REELS RETURNED IN GOOD CONDITION WILL BE REFUNDED AT 100% OF THE DEPOSIT VALUE FOR UP TO (1) YEAR. THERE WILL NOT BE ANY REFUNDS OF DEPOSITS FOR REELS RETURNED AFTER THE ONE YEAR PERIOD.
4. AT THE DISCRETION OF GCC, THE COST FOR THE REPAIR OF DAMAGES TO RETURNED REELS WILL BE DEDUCTED FROM THE DEPOSIT REFUND. IF NO DEPOSIT WAS CHARGED A SEPARATE INVOICE FOR THE COST OF THE DAMAGES WILL BE ISSUED.
5. REELS MAY BE RETURNED FREIGHT COLLECT TO THE GENERAL CABLE FACILITY FROM WHICH THEY WERE ORIGINALLY SHIPPED. ONLY GENERAL CABLE REELS SHOULD BE RETURNED TO GENERAL CABLE. ANY NON GCC OWNED REELS THAT ARE RETURNED WILL HAVE THE TRANSPORTATION CHARGES DEBITED BACK. REELS WILL ONLY BE PICKED UP FROM THE ORIGINAL SHIPPING POINT OR CENTRALIZED LOCATION. PLEASE CALL 800-325-3925 FOR AUTHORIZATION AND RETURN INSTRUCTIONS. SELLER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY ORDER ARISING FROM THIS QUOTATION IN SELLER'S SOLE DISCRETION. ORDERS FOR CABLE COILS MUST BE MADE IN FULL PALLET QUANTITIES. CHANGE IN SHIPPING LENGTHS AND/OR REEL TOLERANCE:

PRICING IS BASED ON INDUSTRY STANDARD SHIPPING LENGTHS AND TOLERANCE AS STATED IN THE FORMAL QUOTATION. GENERAL CABLE RESERVES THE RIGHT TO ADJUST THE PRICE FOR ANY CHANGES IN SHIPPING LENGTHS AND/OR REEL LENGTH TOLERANCE AT TIME OF ORDER. CUT CHARGES MAY ALSO APPLY.

A PURCHASE ORDER OR SOME OTHER ACCEPTABLE WRITTEN CONFIRMATION BY THE BUYER THAT IS RECEIVED AFTER THE AFOREMENTIONED VALIDITY PERIOD MAY SUBJECT THIS PROPOSAL TO ADJUSTMENTS IN PRICE, DELIVERY, TERMS OR CONDITIONS. F.O.B. FACTORY OR SHIPPING LOCATION-FOR SHIPMENTS TO DESIGNATED POINTS SERVED BY COMMON CARRIER.

### **Terms and Conditions**

#### *Quote Expiration Date*

*Stock availability and lead times subject to change at time of order. Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order. Terms and Conditions to follow on the last page(s). Please note any exceptions or additions.*

ORDERS OR RELEASES (FOR MULTIPLE RELEASE ORDERS) THAT TOTAL 5000 LBS./2500KG. OR MORE GROSS SHIPPING WEIGHT WILL BE SHIPPED WITH FREIGHT CHARGES PRE-PAID AND ALLOWED. ORDERS OR RELEASES THAT TOTAL LESS THAN 5000LBS./2500KG. GROSS WEIGHT WILL BE SHIPPED WITH FREIGHT CHARGES PRE-PAID AND CHARGED TO THE BUYER; OR AT BUYERS OPTION, COLLECT MATERIAL OWNERSHIP WILL TRANSFER TO THE BUYER AT THE TIME OF SHIPMENT FROM THE SELLER'S PLANT. THE BUYER WILL BE RESPONSIBLE FOR MATERIAL IDENTIFICATION, COUNT AND VISUAL INSPECTION FOR DAMAGE UPON RECEIPT OF SHIPMENT AT THE NAMED DESTINATION. PAYMENT FOR INVOICES IS DUE 100% NET 30 DAYS AFTER INVOICE DATE. OVERDUE ACCOUNTS WILL BE SUBJECT TO A SERVICE CHARGE OF THE LESSER OF ONE AND ONE-HALF PERCENT PER MONTH ON THE UNPAID BALANCE OR THE MAXIMUM AMOUNT ALLOWABLE BY APPLICABLE LAW. NON METAL RAW MATERIAL ESCALATION:  
STEEL  
GENERAL CABLE AGREES TO NOTIFY BUYER OF PUBLISHED PRICE INCREASES OR DECREASES TO GENERAL CABLE FROM ITS SUPPLIERS THAT ARE GREATER THAN OR EQUAL TO \$.03 PER POUND. WHEN SUCH PRICE CHANGES OCCUR, GENERAL CABLE WILL NOTIFY THE BUYER OF THE CHANGE AND CALCULATE NEW PRICING TO TAKE EFFECT ON THE FOLLOWING MONTHS INVOICES. PRICES WILL BE ADJUSTED BASED ON THE STEEL PRICE CHANGE MULTIPLIED BY THE STEEL POUNDS.  
COMPOUND  
GENERAL CABLE AGREES TO NOTIFY BUYER OF PUBLISHED PRICE INCREASES OR DECREASES TO GENERAL CABLE FROM ITS SUPPLIERS THAT ARE GREATER THAN OR EQUAL TO \$.02 PER POUND. WHEN SUCH PRICE

CHANGES OCCUR, GENERAL CABLE WILL NOTIFY THE BUYER OF THE CHANGE AND CALCULATE NEW PRICING TO TAKE EFFECT ON THE FOLLOWING MONTHS INVOICES. OTHER RAW MATERIALS AND TRANSPORTATION IN THE EVENT OF INCREASES SINCE CONTRACT INCEPTION IN COST ELEMENTS, EXCLUDING METALS, STEEL AND COMPOUND, GENERAL CABLE AND BUYER AGREE TO NEGOTIATE PRICES DURING THE CONTRACT PERIOD. THESE COSTS INCLUDE RAW MATERIAL & TRANSPORTATION. RAW MATERIAL COSTS INCLUDE, BUT ARE NOT LIMITED TO CHEMICALS, WOODEN REELS, METAL STRAND AND TAPES. GENERAL CABLE WILL PROVIDE NO LESS THAN THIRTY (30) DAYS WRITTEN NOTICE OF EACH PRICE INCREASE AND THE NEW PRICES WILL BE EFFECTIVE ON ALL INVOICES FOLLOWING THE 30 DAYS NOTICE. ALL NOTIFIED CHANGES WILL BE CONSIDERED ACCEPTED BY BUYER UNLESS BUYER OBJECTS IN WRITING BEFORE THE NEW PRICE EFFECTIVE DATE. IN THE UNLIKELY EVENT THE PARTIES CANNOT AGREE ON A PRICE ADJUSTMENT WITHIN 15 DAYS AFTER THE EFFECTIVE DATE, EITHER PARTY MAY TERMINATE THIS AGREEMENT IN WHOLE OR AS TO THE PRODUCT(S) SUBJECT TO SUCH PRICE ADJUSTMENT WITHOUT LIABILITY TO TO EITHER SIDE UPON THIRTY (30) DAYS WRITTEN NOTICE. IN THE CASE OF TERMINATION, BUYER AGREES TO PURCHASE ANY RAW MATERIAL PURCHASED OR PRODUCTS PROCESSED OR MANUFACTURED IN WHOLE OR PART BY GENERAL CABLE SPECIFICALLY FOR BUYER AT THE NEW PRICES.

**VOLUME LIMITATIONS**  
CONTRACT PRICING IS BASED UPON VOLUME PROJECTIONS OUTLINED IN THE RFQ. RECOGNIZING THAT THERE WILL VARIABILITY IN ACTUAL PURCHASES VS PROJECTED QUANTITIES, THE BUYER AGREES THAT VARIATIONS WILL BE MINIMAL. SHOULD ACTUAL RELEASES VARY BY (+/-) 10% OF THE PROJECTED QUANTITY DURING ANY QUARTER OF THE CONTRACT, GCC RESERVES THE RIGHT TO NEGOTIATE CHANGES TO THE CONTRACT PRICE OR THE CONTRACT QUANTITY. UNLESS OTHERWISE STATED IN THE QUOTATION, FIRM PRICING SHALL HAVE A 7 DAY BID VALIDITY. SELLER WARRANTS THAT ALL CABLE FURNISHED TO BUYER OR OWNER PURSUANT TO THIS INSTRUMENT SHALL BE FREE OF DEFECTS IN MATERIAL AND WORKMAN- SHIP, THAT IS SHALL BE TESTED IN ACCORDANCE WITH THE SPECIFICATIONS APPLICABLE TO THIS QUOTATION AND THAT THE RESULTS OF SAID TEST WILL COMPLY WITH THE REQUIREMENTS OF SAID SPECIFICATIONS.

*Quote Expiration Date*  
*Stock availability and lead times subject to change at time of order . Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order .*  
**Terms and Conditions to follow on the last page(s). Please note any exceptions or additions.**

SELLER AGREES TO PROVIDE REPLACEMENT CABLE FOR (1) ANY LENGTH OF CABLE FOUND DEFECTIVE IN

MATERIAL OR WORKMANSHIP DURING INSTALLATION OF THE CABLE OR(2) ANY LENGTH OF CABLE FAILING DURING NORMAL AND PROPER USE WITHIN ONE YEAR OF THE DATE OF PLACING INTO SERVICE, AND WHICH SHOWS DEFECTS IN MATERIALS OR WORKMANSHIP IN EACH CASE THAT IMMEDIATE WRITTEN NOTICE OF SUCH FAILURE IS GIVEN TO SELLER AND SELLER IS GIVEN ALL REASONABLE OPPORTUNITY TO INSPECT THE FAILURE.

FAILURE TO PASS ANY OF THE ELECTRICAL TESTS SPECIFIED BY ANY SPECIMEN REMOVED FROM CABLE WHICH HAS PREVIOUSLY FAILED IN SERVICE SHALL NOT BE CONSIDERED PRIMA FACIE EVIDENCE OF DEFECTS IN MATERIALS OR WORKMANSHIP.

THE DATE OF PLACING INTO SERVICE IS THE DATE ON WHICH OPERATING VOLTAGE IS FIRST APPLIED, BUT SHALL NOT BE LATER THAN SIX MONTHS AFTER THE DATE OF SHIPMENT OF THE CABLE FROM SELLER'S FACTORY.

ALL REPLACEMENTS BY SELLER UNDER THE PROVISIONS OF THIS WARRANTY SHALL BE MADE FREE OF CHARGE, F.O.B. THE DELIVERY POINT CALLED FOR IN THE ORIGINAL ORDER. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY AGREED, LENGTHS OF CABLE WHICH HAVE BEEN REPLACED UNDER THE PROVISIONS OF THIS WARRANTY SHALL BE RETURNED TO SELLER BY BUYER OR OWNER, F.O.B. BUYER OR OWNER'S LOCATION, UNLESS SPECIAL CONDITIONS OR REMOVAL OR TRANSPORTATION COSTS MAKE THIS PROCEDURE UNECONOMICAL. IN THAT CASE BUYER OR OWNER SHALL CREDIT SELLER WITH THE SCRAP VALUE OF SUCH CABLE.

THE FOREGOING WARRANTY AND REMEDY FOR THE BREACH THEREOF ARE EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, OR OTHERWISE.

*Quote Expiration Date*

*Stock availability and lead times subject to change at time of order . Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order .*

Wayne Brunz  
Wesco Distribution  
11333 E.55<sup>th</sup> Ave Unit A  
Denver, CO. 80239  
PH# 303-217-7507  
Fax 303-217-7535  
[wbrunz@wesco.com](mailto:wbrunz@wesco.com)

ATTN: Adam Suppes:  
City of Delta

**Prysmian medium voltage cable**

301439A 7,500 FT \$2.40 p/ft  
1/C 4/0 19/W CPRS STRANDSEAL(R) AL, 220  
MIL EPR, 11-#14 C/N, 45 MIL LLDPE ENCAP  
JKT-3RS-SFM-NESC LBS, 15kV/133%.  
DOUBLESEAL(TM) CABLE. AEIC CS8, ICEA  
S-94-649, RUS U-1.

Al wt/mft: 197.300 LB  
Cu wt/mft: 143.600 LB  
Cable wt/mft 861.000 LB

**Lead Time:**

Stock available , subject to prior sale, 2500 ft to ship 3-5 days  
Current manufacturing lead time: 8-10 weeks ARO.  
Subject to change at time of order receipt.

**Put-ups Tolerance Reel Size (FxTxDxOW)**

1 x 2,500 FT +10%/-10%  
2 x 2,500 FT +10%/-10%

301449A 10,000 FT \$4.41 p/ft  
1/C 500 KCM 37ST CPRS STRANDSEAL(R) AL,  
220 MIL EPR, 16-#12 AWG CU C/N, 45 MIL  
ENCAP LLDPE JACKET, 3RS, SFM, NESC LBS.  
15kV/133%. DOUBLESEAL(TM) CABLE. AEIC  
CS8, ICEA S-94-649, RUS U-1

Al wt/mft: 467.500 LB  
Cu wt/mft: 344.200 LB  
Cable wt/mft 1,566.000 LB

**Put-ups Tolerance Reel Size (FxTxDxOW)**

4 x 2,500 FT +10%/-10%

**Lead Time:**

10,000 ft Minimum Production Quantity Required  
Current manufacturing lead time: 8-10 weeks  
Subject to change at time of order receipt/release  
based on manufacturing capacity at that time.

**We deliver according to the following terms and Currency  
Weight (gross/net) - Volume - Marking**

**Metals Pricing Clause:**

Prices are firm except for adjustments to listed metals for shipments through our quoted lead time.

Aluminum base: \$ 1.10370 / LB

PRYSMIAN's aluminum base is a value that changes weekly (every Monday), and is based on the previous week's average. The value equals the MW US Transaction price rounded to two decimal places, as found in PLATTS METALS WEEK, section Daily Prices, under the heading Aluminum, column Week avg. (This base is in cts/lb. Prysmian's base is in US \$/lb.) Prices for aluminum are adjusted on the day of shipment.

**Metals Pricing Clause:**

Copper base: \$ 3.27500 / LB

PRYSMIAN's copper base is a daily price that is the final settlement price of copper on the New York Commodity Exchange (COMEX or CMX). This value is published daily in PLATTS METALS WEEK, and many other national publications. The value equals the COMEX HG 1st Position price rounded to two decimal places, as found in PLATTS METALS WEEK, section Daily Prices, under the heading Copper. (This base is in cts/lb. Prysmian's base is in US \$/lb.) Prices for copper are adjusted on the day of shipment.

**General Order Notes:**

REV 1: Validity extended, pricing revised, lead times updated. 9/26 LMR.

\*\*\*\*\*

Price is Firm EXCEPT for Metals Escalation/De-Escalation, to be adjusted at the time of invoice.

\*\*\*\*\*

**IMPORTANT: PLEASE NOTE THIS QUOTATION IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS & CONDITIONS:**

- 1.) IN THE EVENT OF RAW MATERIALS PRICE INCREASES, PRYSMIAN RESERVES THE RIGHT TO REVISE PRICES WITH 30 DAYS WRITTEN NOTICE AND/OR CANCEL THE CONTRACT/ORDER WITH 90 DAYS WRITTEN NOTICE.
- 2.) CANCELLATION: ORDERS ARE CONSIDERED NON-CANCELLABLE. EXCEPTIONS ARE AT THE DISCRETION OF PRYSMIAN AND WILL BE SUBJECT TO CANCELLATION CHARGES. THE CHARGES LEVIED WILL BE COMMENSURATE WITH THE RESOURCES COMMITTED TOWARD THE FULFILLMENT OF THE ORDER PLUS LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO 15 PERCENT OF THE VALUE OF THE CANCELED PORTION OF THE ORDER.
- 3.) LEAD TIMES: ALL STOCK ITEMS ARE SUBJECT TO PRIOR SALE. LEAD TIMES ON MANUFACTURED ITEMS ARE STATED AT THE TIME OF QUOTATION AND MAY CHANGE DUE TO MANUFACTURING CAPACITY AVAILABLE AT TIME OF ORDER PLACEMENT.
- 4.) FREIGHT POLICY: CIP DESTINATION - FREIGHT PREPAID AND ALLOWED VIA SHIPPER#S OPTION, ON EACH SHIPMENT OF 10000 LBS., TOTAL SHIPPING WEIGHT, OR MORE TO ONE DESTINATION SERVED BY COMMON CARRIER. SHIPMENTS UNDER 10000 LBS. (EACH DESTINATION SEPARATELY) ARE CIP DESTINATION WITH FREIGHT PREPAID AND CHARGED EXTRA. SHIPMENTS

OTHER THAN PRYSMIAN'S STANDARD POLICY WILL BE CHARGED  
ADDITIONAL FREIGHT AND SUBJECT TO FREIGHT CONSOLIDATION  
WHICH COULD EXTEND SHIPMENTS PAST THE QUOTED LEAD TIMES.

\*\*\*\* STANDARD METHOD OF SHIPMENT FOR LOW VOLTAGE IS  
FLIPPED AND STACKED IN A VAN. IF REELS ARE TO BE  
IN AN UPRIGHT ROLL OFF POSITION THEN THE FLATBED  
TERMS WILL APPLY - SEE BELOW. \*\*\*\*

\* IF A FLATBED TRAILER IS REQUIRED ON ORDERS THAT ARE NOT  
FULL TRUCKLOAD OR WEIGH LESS THAN 30,000 LBS, TOTAL GROSS  
SHIPPING WEIGHT, A FLAT FEE OF \$1000.00 WILL BE CHARGED.

\*\*IF A VAN OR FLATBED IS REQUIRED ON ORDERS THAT WEIGH  
30,000 LBS AND ABOVE, CUSTOMERS WILL BE CHARGED FOR  
DROP OFFS TO MULTIPLE CUSTOMER LOCATIONS AS FOLLOWS:

1ST SHIP TO LOCATION - FREE OF CHARGE  
2ND SHIP TO LOCATION - \$75.00 DROP OFF CHARGE TO APPLY  
3RD SHIP TO LOCATION - \$200.00 DROP OFF CHARGE TO APPLY  
4TH SHIP TO LOCATION - \$400.00 DROP OFF CHARGE TO APPLY  
ALL DROPOFF CHARGES ARE SUBJECT TO CHANGE PENDING RATE  
INCREASES FROM THE CARRIERS.

5.) CERTIFIED TEST REPORTS: CTR'S ARE NO CHARGE IF  
REQUESTED AT ORDER PLACEMENT. CTR'S REQUESTED AFTER  
ORDER PLACEMENT ARE SUBJECT TO A \$75.00 CHARGE FOR  
EACH COPY.

6.) REEL CHARGES: A DEPOSIT IS REQUIRED ON ALL RETURNABLE  
STEEL REELS. CONTACT YOUR PRYSMIAN REPRESENTATIVE FOR  
CHARGES PER REEL SIZE.

7.) WOOD LAGGING CHARGES: WOOD LAGGING CHARGES ARE  
EXTRA. CONTACT YOUR PRYSMIAN REPRESENTATIVE FOR CHARGES  
PER REEL SIZE.

8.) PULLING EYES OR BOLTS ARE CHARGED EXTRA:

1/0 - 400 MCM \$140 EACH

500 - 1000 MCM \$160 EACH

OVER 1000 MCM \$175 EACH

3C COMMON EYES \$220 EACH FOR PARALLELED, TRIPLEXED  
OR 3C CABLES WITH AN OVERALL JACKET.

9.) CUTTING CHARGES: CUTS LESS THAN STANDARD LENGTHS  
ARE SUBJECT TO A MINIMUM CUT CHARGE OF \$30.00 PER REEL  
ON STOCK ITEMS.

10.) IN ACCORDANCE WITH OUR CONTINUED EFFORTS IN  
MAINTAINING OUR ISO 14000 ENVIRONMENTAL CERTIFICATION,  
AND IN EFFORT TO ASSIST OUR CUSTOMERS IN REDUCING  
THEIR SCRAP, PRYSMIAN WILL NO LONGER WRAP REELS THAT  
ARE BEING SHIPPED AS A FULL TRUCKLOAD UNLESS OTHERWISE  
SPECIFIED AS A REQUIREMENT ON THE CUSTOMER PURCHASE  
ORDER AND/OR IN THE CUSTOMER SPECIFICATION PREVIOUSLY  
REVIEWED/ACCEPTED BY PRYSMIAN. ALL LESS-THAN-TRUCKLOAD  
SHIPMENTS WILL CONTINUE TO HAVE REELS WRAPPED.

**BORDER STATES**

Supply Chain Solutions™

Border States Electric Supply  
Harris Electric SupplyBorder States Electric - ALB  
5601 Jefferson St NE  
Albuquerque NM 87109-3412  
Phone: 505-344-1313**Quote**

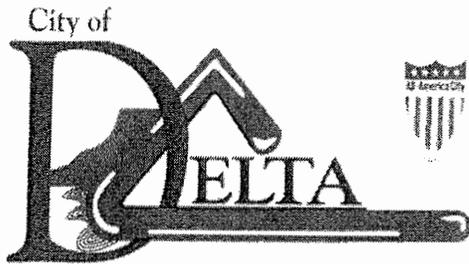
Page: 1 of 1

BSE Quote: 22447511  
Sold-to Acct #: 27535  
Valid From: 08/29/2011 To: 09/05/2011  
PO No: Cable Quote  
PO Date: 08/29/2011Created By: Kathryn Adams  
Tel No: 303-336-7379  
Fax No: 303-336-7398Delta City of  
360 Main  
Delta CO 81416**Inco Terms:**  
PPA PREPAID AND ALLOW FREIGHT...**Payment Terms:**  
Net 25th prox**Taxes, if applicable, are not included.**

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000010	2243909 BICC - 4/0 STRANDFILL 220 EPR 11#14 JKT 2500FT STOCK IN DENVER 3 REELS 2,575' 2,575' 2,075'	7,225 FT	2,816.50 / 1,000	FT	20,349.21
	000020	1241266 BICC - 500 STRANDFILL 220 EPR 16#12 JKT 2500FT 500 MCM 37 strand compresses-B Filled Strand Aluminum, .220 EPR 15KV, 13 16#12 plain copper neutrals .080 LLDPE Jacket with 3- extruded red stripes with sequential foot mark Industry spec: AEIC CS8 and ICEA S-94-649 On non returnable wood reels  STOCK IN DENVER	7,500 FT	5,020.29 / 1,000	FT	37,652.18
	000030	1531010 ACSR - 336.4 LINNET 26/7 3795LB/8195FT REEL 6 WEEKS, ARO	16,390 FT	890.11 / 1,000	FT	14,588.90
<b>Total Value</b>						<b>72,590.29</b>

To access BSE's Terms and Conditions of Sale, please go to  
<https://www.borderstateselectric.com>

<p>This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.</p>
---



---

360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

---

## MEMO

To: Mayor and Council  
From: Steve Glammeyer, Utilities Director  
Date: September 29, 2011  
Subject: Purchase of additional Wind Power generation from MEAN

---

### Recommendation

It is recommended that the Council approve the purchase of additional wind power from the MEAN wind power resource pool beginning October 2012.

### Background

In 2010, staff was approached by MEAN, our power supplier, about the purchase of wind generated power at a cost of \$51/MWh. At that time, staff felt a purchase of 4% of our total need would be a good start into wind energy and we felt this was a very competitive price for purchase power. Subsequent to that agreement, we have entered into a long term purchase power agreement with MEAN and we know our cost for power will be increasing on 2012. The estimated cost of power starting on October 2012 is \$50.20/MWh. By October 2014 that cost is estimated to be \$53.00/MWh. While MEAN does not guarantee the \$51/MWh rate to hold into the future, they do indicate they feel the cost would escalate less than other MEAN resources in the future. To that end, MEAN has again approached Delta to ask if we would be interested in additional wind generation at a starting cost of \$51/MWh. Staff has always felt a good wind power mix of 10% into our portfolio would be an appropriate amount. Therefore, staff is recommending that the City commit to an additional 6% of wind generated power for our needs.

### Cost

\$51/MWh for 10% of our estimated power need of approximately 55.735MWh for an estimated cost of \$282,412 ( $0.051 * 5,573,500 = \$282,412$ ). Our total purchase power cost (with our WAPA allocation) is estimated at \$2,985,000.

### Action to be Taken if Approved

Staff will contact MEAN for the contract and circulate for the City Manager to sign.

### Suggested Motion

I move the Council authorize staff to have MEAN prepare a contract for purchase of an additional 6% of wind energy from MEAN and to authorize the City Manager to sign the forthcoming agreement.



**NMPP • MEAN • NPGA • ACE**

NMPP Energy ■ 1111 O Street - Suite 200 ■ Lincoln, NE 68508 ■ Phone: 402.474.4759 ■ Fax: 402.474.0473  
P.O. Box 95124 ■ Lincoln, NE 68509 ■ www.nmppenergy.org

DATE: September 21, 2011

TO: MEAN Wind Resource Pool Participant

FROM: Kevin Gaden, Director of Wholesale Electric Operations

RE: MEAN Wind Resource Pool and Agreement for Wind-Generated Energy Update

MEAN is currently receiving wind-generated energy from five different wind energy facilities totaling 43.5 MW nameplate (Kimball, Ainsworth, Wessington Springs, Elkhorn Ridge, and Laredo Ridge) and will need to allocate the future production of eight (8) MW of new nameplate capacity from the upcoming NPPD agreements for 4 MW of the 80MW Broken Bow Wind facility and 4 MW of the 42 MW Crofton Bluffs Wind facility through the MEAN Wind Resource Pool beginning October 2012. The participation level in these NPPD projects match responses we received from the December 2010 request for future wind energy interest.

Staff wants to provide you the opportunity to indicate your interest in new or increased purchases of wind energy from MEAN's Wind Resource Pool. **Your response to this memo may be the last opportunity for several years to indicate wind energy interest from the MEAN Wind Resource Pool if the Federal Production Tax Credit is not extended beyond 2012.** The expiring federal incentives will likely increase costs for future participation in wind facilities reaching commercial operation after December 31, 2012.

While it is possible that a small portion of the wind energy will be included in MEAN's base power supply resource mix, your community may want to take advantage of securing renewable energy in your portfolio to meet future goals or to hedge other regulatory requirements, either at the state or local level.

Adding more wind energy to your mix does not necessarily mean it will have a major impact on current retail rates. Staff proposes the projected wind energy rate will remain \$51/MWh (5.1 cents/kWh) beginning April 2012, and is anticipated to escalate less than other MEAN resources. This is based on long-term power purchase agreement prices, service agreements at Kimball, and historic ownership maintenance and operation cost increases. The net cost impact for purchasing wind energy is the difference from the average cost of your MEAN energy, where the average incremental cost for MEAN Schedule M and K Participants' energy is 2.5 cents/kWh to 3.0 cents/kWh. Also, adding renewable energy to your portfolio shows your customers and surrounding communities that the City of Delta and MEAN are leaders in environmental stewardship.

Please indicate your interest in purchasing wind-generated energy from long-term MEAN resources by filling out the following form and returning it by **November 15, 2011**, via fax or email to Jamie Barrett at (402) 474-0473 or [jbarrett@nmppenergy.org](mailto:jbarrett@nmppenergy.org).

---

- As a participant of MEAN, the City of Delta wishes to purchase a total of \_\_\_\_% (see attached for previous responses, if applicable) of all energy requirements from wind beginning October 2012. The City acknowledges that this purchase will be subject to execution of a written agreement with MEAN.

(This % would include existing purchases, if applicable. Wind energy will be allocated on an as available basis beginning in October 2012 with energy from the Crofton Bluffs and Broken Bow wind facilities. Percentages will be based on MEAN FY 2011 – 2012 budget. The projected rate for FY 2012-13 is \$51/MWh or 5.1 cents/kWh).

**If the City of Delta has a goal for future wind purchases, it may consider:**

1. **Implementing previously indicated (if any) future goals by October 2012, or**
2. **Going to the next 2% increment (e.g. 2.3% to 4.0% or 6.4% to 8.0%)**

- As a Participant of MEAN, the City of Delta wishes to maintain its current percentage of wind-generated energy and postpone stated future goals, if applicable.

---

For MEAN Participant, City of Delta

Printed name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

---

Please return by **November 15, 2011** via fax or email to Jamie Barrett: (402) 474-0473; [jbarrett@nmppenergy.org](mailto:jbarrett@nmppenergy.org)

For additional information on purchasing additional wind-generated energy from the MEAN Wind Resource Pool, please contact Billy Cutsor at 800-234-2595.



## MEMO

To: *Mayor and Council*

From: *Jim Hatheway, Public Works Director*

Date: *29 September 2011*

Subject: *Confluence Drive Property Acquisitions*

---

### **RECOMMENDATION**

The Public Works Department is recommending that the City move forward with purchasing the properties and interests listed below to meet the ROW needs for Confluence Drive.

### **BACKGROUND**

Transportation Resource Services, Inc. has completed negotiations as directed by city council for the purchase of property listed below. The properties and interests recommended for purchase are:

<i>Address/Location</i>	<i>Owner</i>	<i>Property Type/Interest</i>
720 Mill Street	Gordon Frances Irrevocable Trust	Land

### **COST**

This project has been budgeted in 80-19-42100.

### **ACTIONS TO BE TAKEN IF APPROVED**

Staff requests that City Council approve the contract for each property listed.

### **SUGGESTED MOTION**

I move the City approve the property acquisition contract with (*Property owner name*).  
(Opposition to the motion would be indicated by a 'no' vote)

Resolution #6, 2011

RESOLUTION EXPRESSING APPRECIATION  
AND THANKS FROM THE DELTA CITY  
COUNCIL TO THE PEAK TO PEAK  
ORGANIZATION

*WHEREAS* the Peak to Peak Rallye has made successful charitable fundraising efforts; and

*WHEREAS* the Peak to Peak Rallye has made positive impacts on various Colorado communities;

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DELTA*, the City of Delta appreciates and is humbled with the Peak to Peak Rallye's generous and gracious donations made to two of our local non-profit charities, the Abraham Connection and the Delta Food Pantry.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk